

REMARKS

By the present Office Action, the Examiner has rejected claims 12-13 and 18-20 under 35 U.S.C. § 103(a) as obvious over Mitchell in view of Horrер. Claims 14-17 have been rejected under 35 U.S.C. § 103(a) as obvious over Mitchell in view of Horrер and Schmid.

Claims 12-13, 15-17, and 21 are now in the application. Claims 12 has been amended include limitations from claim 14. Claim 14 was accordingly cancelled, and claims 15-17 amended to change their dependency from claim 14 to claim 12. Claims 18-20 have also been cancelled. Subject matter presented in claims 12 and 20 are resubmitted as new claim 21.

Claim 12 was rejected under 35 U.S.C. § 103 as obvious over Mitchell in view of Horrер. Claim 14 was rejected under 35 U.S.C. 103(a) as obvious over Mitchell in view of Horrер and Schmid. Claim 12 has been amended to recite the limitations of claim 14. The rejection of claim 12 is therefore moot, and Applicants respond to the rejection of claim 14 to the extent that it now applies to claim 12 as amended.

Claim 12 as amended recites sending an advisory message to a destination address aboard the vehicle. The advisory message, *inter alia*, requests authorization to forward a data message. The Examiner acknowledges the absence of these teachings from the Mitchell and Horrер references, and thus turns to Schmid at column 6, lines 58-62 for the alleged teaching of an “advisory alert” indicating that “a communication is available at a node.” However, the “communication” which the Examiner refers to at Schmid is an incoming call, not an incoming data message as recited in claim 12. A call is not a data message, a distinction with is evidenced by the Examiner’s own use of the generic term “communication” to encompass both. Nothing in Schmid teaches or suggests sending an advisory alert for an incoming data message.

In addition, claim 12 as amended also recites that the advisory message requests authorization from the user of the cellular identity to forward the data message. In Schmid, the “advisory alert” is an automatic operation of the system that does not involve any user interaction. Schmid does not teach or suggest requesting authorization from a user.

Accordingly, claim 12 recites a combination of features which is neither taught nor suggested by the cited art. Withdrawal of the rejection of claim 12 and allowance of the same is therefore respectfully requested.

Claims 15-17, which depend from claim 12 (either directly or through intervening claims), have been rejected under 35 U.S.C. § 103(a) as obvious over Mitchell in view of Horrer and Schmid. For at least reasons that parallel those with respect to claim 12, dependent claims 15-17 are likewise patentably distinct over the cited art. Withdrawal of the rejection of claims 15-17 and allowance of the same is respectfully requested.

Claims 18-20 were rejected under 35 U.S.C. § 103 as obvious over Mitchell in view of Horrer. These claims have been cancelled. However, new claim 21 incorporates some of the features of claims 12, 18 and 20. Applicants therefore address the scope of new claim 21 in view of the combination of Mitchell in view of Horrer.

Claim 21 recites, as original claim 20 previously recited, that the data packet is originally configured for transmission over a cellular telephone network. The Examiner concedes that this is not disclosed in Mitchell. Nor should it be, for the types of signals in Mitchell - email and television - are not customarily sent over a cellular network.

The Examiner also concedes that the Mitchell does not disclose using a cellular telephone. While the Examiner would claim it to be obvious to use a cellular telephone of Horrer with the Mitchell system, at best this combination would have the cellular telephone

receiving communications on the same network as disclosed in Mitchell, *i.e.*, not a cellular network. To propose to modify Horrer to work with the Mitchell network does not teach or suggest a subsequent change of the Mitchell communications system to a cellular one. In essence, the Examiner would completely transform Mitchell into a cellular network merely because it is known to use cellular telephones on vehicles. This proposition goes well beyond the scope of legitimate suggestion for combination, but instead falls into the scope of impermissible hindsight reconstruction.

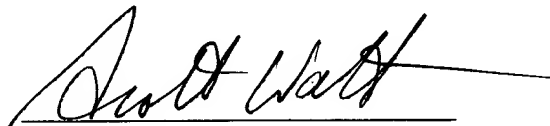
Accordingly, claim 21 recites a combination of features which are neither taught nor suggested by the applied art. Allowance of claim 21 is therefore requested.

In view of the foregoing, the application is now believed to be in proper form for allowance, and a notice to that effect is earnestly solicited.

If a telephone conference would be of value, the Examiner is requested to call the undersigned attorney at the number listed below.

The Commissioner is hereby authorized to charge/credit any fee deficiencies or overpayments to Deposit Account No. 19-4293 (Order No. 11696.0059).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Scott D. Watkins", is written over a horizontal line.

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